

Government of Egypt



Ministry of Transport/ Egyptian National Railways

**Railway Improvement and Safety for Egypt
Project (RISE) for Railway Corridor
Alexandria - Nag Hammadi Project**

LABOR MANAGEMENT PROCEDURES



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I. Abbreviations and Acronyms

CoC	Code of Conduct
EGP	Egyptian Pounds
EHSG	World Bank Environmental, Health and Safety Guidelines
ES	Environmental and Social
GBV	Gender Based Violence
GIIP	Good International Industry Practice
GM	Grievance Mechanism
GRS	Grievance Redress Service
LMP	Labor Management Procedures
OHS	Occupational Health and Safety
PMU	Project Management Unit
PPE	Personal Protective Equipment
SEA	Sexual Exploitation and Abuse
SH	Sexual Harassment
RISE	Railway Improvement and Safety for Egypt Project
ENRRP	Egypt National Railways Restructuring Project
ENR	Egypt National Railway
ESF	Environment and Social Framework
CTC	Centralized Traffic Control
EAD	Environmental Affairs Directorate
ESMP	Environmental and Social Management Plan
PAPs	Project Affected Persons

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1. INTRODUCTION

1.1 Project background

The Railway Improvement and Safety Project (RISE) is aimed at improving safety and operational efficiency of the railway services along the Alexandria-Cairo-Nag Hammadi corridor. Geographically Railway Improvement and Safety for Egypt project (RISE) covers a 760 km linear segment of Egypt National Railways (ENR) existing 5,000 km railway network, , divided into 5 sub-segments extending from Alexandria in the North, to Nag Hammadi in the South:

- 1- Alexandria – Arab El Raml of length 165 Km
- 2- Cairo - Benha of length 45 Km
- 3- Cairo - Giza – Beni Suef of length 120 Km (new segment)
- 4- Beni Suef – Asyut of length 250 Km
- 5- Asyut – Nag Hammadi of length 180 Km

RISE comprises Three (3) components; Component 1 is a continuation of the ongoing implementation of the World Bank’s financed Egypt National Railways Restructuring Project (ENRRP) since 2009. It consists of 3 sub-components that are described in the following Table:

Table 1-1 Description of Component 1 and its sub components- RISE Project

Component 1		
Sub-component	Description	Funded by
1- Cairo – Giza – Beni Suef signaling system modernization	- Signaling modernization on Cairo - Giza - Beni Suef segment (Segment 3) including automatic blocks, electronic interlockings, level-crossing protection, automatic train control wayside equipment - Related track upgrade works in some areas	RISE Project
2- ENRRP rollover of pending signaling upgrades	- ENRRP rollover of pending signaling upgrades in the lines Alexandria- Arab El Raml, Benha – Cairo, Cairo – Beni Suef – Asyut, and Asyut – Nag Hammadi including automatic blocks, electronic interlockings, level-crossing protection, automatic train control wayside equipment (Segment 1,2,4,5). These works are approximately 70% complete.	RISE Project
3- Rollover of ENRRP track rehabilitation works related with signaling functionality	- ENRRP track upgrade works necessary to ensure the functionality of the signaling equipment in selected stations of the lines Alexandria- Arab El Raml, Benha – Cairo, Cairo – Beni Suef – Asyut, and Asyut – Nag Hammadi	Government Fund

Component 2 consists of 3 sub-components (i) upgrade of the existing asset management database system with modules and features to improve safety performance, (ii) rehabilitation of train stations and (iii) developing a safety-first culture at ENR. Specific activities and locations relevant to Component 2 interventions have not yet been identified.

Component 3 will finance Project management and Capacity building activities.

The Labor Management Procedures (LMP) is developed to manage labor risks under the Railway Improvement and Safety for Egypt Project (RISE) implemented by the Egypt National Railways (ENR),

and funded by the World Bank. The LMP sets out the Program's approach is meeting national regulatory requirements as well as the World Bank's Environmental and Social Framework, specifically of Environmental and Social Standard 2: Labor and Working Conditions (ESS2) and certain aspects of Standard 4: Community Health and Safety (ESS4).

The proposed project is being implemented by ENR with funding from the World Bank and the government. Works under the project will be conducted by various contractors (private enterprises). The proposed project will be implemented by the Ministry of Transportation; represented by Egyptian National Railway Authority.

1.2 LMP Rationale, Aim, and Objectives

The Project is being prepared as per the requirements of the ESS2 Labor and Working Conditions of the World Bank's Environment and Social Framework (ESF). The Labor Management Procedures (LMP) identifies the main Labor requirements and risks associated with the project and helps the Recipient to determine the resources necessary to address Labor issues. The LMP will enable different project-related parties, for example, staff of the project implementing unit, contractors and sub-contractors and project workers, to have a clear understanding of what is required on a specific labor issue. The LMP is a living document, which is initiated early in project preparation and is reviewed and updated throughout the development and implementation of the project.

2. OVERVIEW OF LABOR USE IN THE PROJECT

2.1 Number and Characteristics of Project Workers

The total number will be approximately 4,605 divided into: 40 Direct Workers; 3650 Contracted; and 915 Primary Supply Workers.

Direct Workers: ENR will establish a fully staffed Project Implementation Unit (PMU) with the necessary resources exclusively dedicated to RISE operation and arrangements to tap into wider pool of ENR experts throughout the project implementation.

Total number of PMU employees, dedicated to this project, is estimated to be 10 persons. The PMU will be responsible for managing the project and implementing the different procedures including this LMP. Consultants will be hired for different tasks including technical inspection of preparing for Institutional Development of the railway sector. The PMU are skilled workers, predominantly male.

Government civil servants will be involved in the project coordination and supervision including the Ministry of Transport (MoT) and other departments in ENR (e.g. local land officers). The government civil servants will remain subject to the terms and conditions of the existing public sector employment agreement under Law No. 18 of 2015 concerning the Civil Service. This Labor Management Procedures (LMP) is applicable to government civil servants, but only regarding conditions of OHS; worker protections on child labor; and forced labor while the remaining terms and conditions are applied according to the national laws. The estimated number of civil servants performing project activities is around 20.

Contracted Workers: The estimated contracted workforce for Component 1 is 3300 individuals. The majority of the work activities will consist of excavation, trenching works, laying cables, construction works and railway track upgrades. The contracted workforce will consist of skilled, semiskilled and unskilled labors. Unskilled and semi-skilled labor is generally hired from the local area where the works are occurring. Some of the unskilled labor force is expected to be day-labor through local recruiter agencies or local advertisements. Future civil works under component 2 will be of a similar nature and although the sub-projects are not yet defined the workforce is estimated at 250. The project also employs a Project

Manager/Supervision Consultant in an oversight function (primarily engineers). Under RISE, additional project management consultants will also be retained to act as project advisors to the PMU.

Contracted workers are predominantly male, although some female engineers (skilled workers) may be part of the supervision consultant teams. All workers will be over 18 years old. Unskilled laborers are typically in the age range of 25-30 years old.

Primary Supply Workers: Primary supply workers are those workers of primary suppliers of raw materials for critical project activities including construction borrow materials and sand, ballast and railway ties for track renewal. The estimated number of Primary Supply Workers for this Project is 915.

The estimated numbers are summarized in the table below.

	Estimated number of workers	Comments
Direct Workers		
PMU	10	
Consultants	10	
Civil Servants	20	
Total	40	
Contracted Workers		
Contracted workers (unskilled and semi-skilled)	3,550	1- Segment 1 and 2: Cairo - Alexandria – Arab El Raml (By Thales, 642 workers) 2- Segment 3: Cairo - Giza – Beni Suef (the new segment, not yet assigned to any contractor. Estimated to have similar number of workers as Asyut Nag Hammadi, 605 Workers) 3- Segment 4: Beni Suef – Asyut of length (By Alstom, 655 workers). 4- Segment 5: Asyut – Nag Hammadi (By Thales, 605 workers) 5- Component 2 future civil works (250 worker) 6- Track Renewal workers- estimation 800
Contracted workers	50	Skilled Technical non-locals including international workers
Project Management Consultant (PMC), Supervising consultant, and the Third-Party Technical Auditor	50	
Total	3650	
Primary Supply Workers		
Raw material suppliers, Ballast Suppliers, food supplies ties and tracks	915	- Estimated as a 25% of the total contracted workers.

Total	915	
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2.2 Timing of Labor Requirements

Direct Workers: The PMU will be established before effectiveness and will be maintained throughout the project's duration. Other Direct Workers will include individual consultants and civil servants working in connection with the project who will be assigned throughout the Project implementation.

Contracted Workers: Under Component 1, the contracts for supervision and civil works of Segment 1,2,4,5, will be rolled over to RISE using the same workforce, and amended to include all the requirements of these LMPs. The works are estimated at 70% complete and are considered at peak construction. Procurement of a contractor for Segment 3, as well as additional Project Management Consultants are expected withing 12-18 months of project effectiveness. Works under component 1 are expected to be complete within 1 to 2 years of project effectiveness.

Works contracts and hiring of workers under Component 2 will be done starting in year 2 and will continue throughout project implementation (7 years)

Primary Supply Workers: For Segment 1,2,4 and 5, primary suppliers are selected as part of ENRRP and may continue or new primary supplies will be hired after amending the current contracts under ENRRP to include the ESF requirements which is expected to be before effectiveness. For Segment 3 under component 1 and component 2, appointing Primary Supply Workers is expected to be after effectiveness of the project. Eexamples of preliminary suppliers in include service providers of construction materials, etc.

3. ASSESSMENT OF KEY POTENTIAL LABOR RISKS

3.1 Project activities

Works planned for the modernization of signaling and upgrading of tracks include:

- The upgrading of signaling installations along the five segments, the speed is upgraded to 160 Km/h:
- Fully new automatic blocks (with contraflow signaling) with color light signals,
- Creation of the track circuits,
- Cancelling all mechanical interlocking and electrical relay interlocking installations,
- Creation of new electronic interlocking systems according to the new track layout
- Renewing all signaling ground installations, including laying cables and civil works (some sub-water line laying of cables), excluding track installations,
- Installation of all the point motors for the switches controlled by the CTC,
- Fully new automatic level crossings, not including the civil works.
- Rehabilitation of all the buildings required for the operation of the line
- Track upgrade

Other non-physical works are also expected including but not limited to:

- Planning
- Stakeholder engagement
- Advisory and consultancy work
- Supervision and monitoring
- Project management

3.2 Key Labor Risks

The key labor risks which may be encountered by the Direct, Contracted and Primary Supply workers during the maintenance activities which are listed below:

- **Unfair and/or unclear contract terms and conditions** including wages, overtime, compensation, benefits and working hours: In some cases, there might be no contracts issued as many workers will be assigned on a daily compensation basis. Also, there might be employment practice that are not in compliant with either the national Labor Law or ESS2. For example, not providing written documents of assignments, wages not proportionate with tasks performed or industry standards, excess workload without provision of adequate rests and leisure, lack of hygiene facilities, discrimination and non-equal opportunities acts including those towards women, particularly among the management, and labor with disabilities, unlawful termination and withholding of benefit etc.
- **Irregular payment of salaries:** the significance of this risk can also increase with the lack of an efficient grievance mechanism (GM).
- **Likely incidents of child labor or forced labor:** Though prohibited by the Law, the common subcontractors and primary suppliers' practices may suggest potential risk of incident of child labor. Both sub-contractors and primary suppliers are likely to be unaware of the legislation. Further, children are also likely to be unaware of their legal rights.
- **Discrimination and non-equal opportunities:** The project will involve several types of workers (Direct, contracted and primary supply), with a large diversity of the scope of work. The scale and diverse nature of work increase the probability of occurrence of discrimination and non-equal opportunities risks.
- **Gender based violence (GBV)/sexual exploitation and abuse (SEA):** The project workers will include both men and women, specific for the Direct workers. There is potential risk of GBV/sexual exploitation and abuse and sexual harassment (SH) and it should be mitigated through the appropriate mitigation measures and introducing Code of Conduct (CoC) in the contract.
- **Restrictions related to freedom of association and collective bargaining**
- **Occupational health and safety (OHS) risks:** the nature of the project, coupled with the weak safety culture in the country, might result in significant health and safety risks. The main causes of OHS risks include but are not limited to the following:
 - **Accidents or emergencies:** exposure to potential dangerous tools and equipment, flammable fuels, and hazardous construction materials as well as struck by moving objects (i.e trains, vehicles, trucks, equipment).
 - **COVID-19 infection risks:** During the pandemic of COVID-19, there is a vital risk of getting infected during work, where the workforce is interacting. Particularly interactions in the office environment since it's a closed environment, may pose a certain level of health and safety risk associated with COVID-19 infection, especially if proper hygiene, safety precautions and social distancing measures are not adhered to.
 - **Heat-related injuries:** With the hot and dry climate being experienced in Egypt, heat-related injuries such as heat stroke and heat exhaustion also pose a risk to the construction workers.
 - **Hazardous waste:** Potential risks caused by exposure to hazardous waste generated during the activities.
 - **Fire hazards** constitute a potential risk at all project sites (as well as for administration).
 - **Noise:** The construction activities may involve heavy machineries that could be quite noisy.

Loud, repetitive, and excessive noise could cause long-term hearing problems, such as deafness. Noise can also be a dangerous distraction and may distract the worker from the task at hand, which increases the risk of accidents.

- **Heavy materials and equipment** may be used by workers at site, which poses health and safety risks.
 - **Traffic safety risks** for workers moving from and to the sites
 - **Working at height** will also pose the risk of falling, as well as slippage and falling.
 - **Potential risks caused by** electrocution from unprotected electricity cables
 - **Collapsing of trenches, or excavated areas** due to the absence or defect in the implemented soil reinforcement methods represent a significant risk to all workers involved in excavation work.
 - Risks associated with the lack of workers' awareness/knowledge on the type and significance of OHS risks involved with their work.
- **Community health and safety issues from construction activities**, including but not limited to: accidents or incidents on a work-site to a member of the public as a result of equipment or vehicles; air pollution and noise impacts; and increased risks of communicable diseases as a result of contagion-spread at the work-site.
- **Risk of labor unresolved complaints**: This risk could be a result of the lack of the absence of a properly designed GM. Under the ENRRP, there is no formal worker GM and workers usually raise their complaints informally to their direct managers/supervisors. A Worker GM is established under this LMP.

4. BRIEF OVERVIEW OF LABOR LEGISLATION: TERMS AND CONDITIONS

The main national laws addressing labor and working conditions are listed below:

- **Labor Law No. 12/2003**: It is the primary source of labor law. It regulates employment, labor relations and OSH
- **Law No. 48 of 1978**: it regulates employment in the civil sector
- **Law No. 18 of 2015** concerning the Civil Service: It regulates public sector employment including working conditions for civil servants; setting the retirement age for the sector; and setting out the wage structure for civil servants. It is the most recent law on Egypt's civil service, and its scope is assumed to be similar to Law No. 48 of 1978.
- **Law No. 148 of 2019** on social insurance pension system. The new unified program covers 26 categories of workers, including public- and private-sector employees, civil servants, and self-employed persons
- **Child Law no. 12 of 1996**, amended by Law no. 126 of 2008 and its executive regulation issued by decree no. 2075 of 2010. The Child Law is a general law for the protection of the rights of the child, introduced a number of amendments increasing the minimum age for children employment.
- **Decree No. 118 of 2003** concerning the employment of children in hazardous work. It sets forth list of jobs for which children under the age of 18 shall not be employed. It does not exclude specific sectors as a whole or specific types of employment.
- **Decree No. 113 of 2003** regulates preparatory and complementary work which needs to be finished by workers before or after the end of work. Its scope is not specified in the law, however, since it is an executive decree of the Labor Law it is likely to have the same scope.
- **Decree 115 of 2003** determines the works that are intermittent by their nature and in which the worker may stay at the place of work more than 10 hours a day but maximum 12 hours a day. It

covers work that is deemed intermittent by nature, including certain types of farming, transport (including land, air and water), port work and shipping.

- **Law No. 83 of 2002** on Economic Zones of a Special Nature regulates employment relations, organization, and management in Economic Zones of a Special Nature. It sets out that in these zones, foreign nationals may only account for 25% of a firm's workforce.
- The Law on the Rights of Persons with Disabilities of 2018 regulates the social protection, training and the right to work of people with disabilities. Its specific scope is unclear.
- Social Security Law No. 79/1975, as amended, and its executive regulations;
- Law No. 203 for the year 1991, addressing special requirements for employees working in the public commercial (business) sector of the State;
- Child Law No 126 of 2008.

The national requirements related to labor and working conditions are summarized below: **All the listed requirements are applicable to the Civil Servants as per the national law.**

- **Minimum Working Age**

The minimum age for hazardous work is 18 years old.

- **Minimum Wage**

As of 2019 the minimum wage is 2,000 Egyptian pounds (EGP). The minimum obligatory annual increase is set at no less than 7% of the basic salary, which is the basis for calculation of social insurance. The minimum premiums are set at 35% of the normal pay for overtime work during daylight and 70% for work at night-time; 100% for work performed on days off and holidays.

- **Working Hours and rest periods**

According to the Labor Law, the maximum working hours per day are 8 hours, or 48 hours per week in case of a six-day work week. Worker shall receive a weekly rest of not less than 24 hours every six working days.

However, an employee, occasionally may be required to work additional hours upon need. The minimum premiums are set at 35% of the normal pay for overtime work during daylight and 70% for work at night-time; 100% for work performed on days off and holidays.

The working hours shall include a rest period of minimum one hour in total and one continuous working period shall not exceed five consecutive hours whilst the total work duration should not exceed 10 hours in total. In all cases, weekly rest shall be paid.

- **Annual Leave**

Article 47 of the Labor Law stipulates that the duration of the employees' annual leave is 21 days per year provided they have worked one year for the employer. For employees who have worked for more than 10 years, serving one or more employers, annual leave is 30 days. Employees aged more than 50 years are also entitled to an annual leave of 30 days. For employees employed less than a year and not less than 6 months, annual leave is pro-rated to the period of service.

- **Sick Leave**

As stipulated in Article 54 of the Labor Law, in case of employee's sickness he/she is entitled to sick leave based on the report from concerned medical authority. According to Social Insurance Law, during the sick leave an employee is entitled to his/her salary. An employee with proven record of sickness is entitled to a paid sick leave at the rate of 75% of his/her salary upon which social insurance payments are calculated; for a period of 90 days, to be increased to 85% for the following 90 days. Sick leaves are payable up to 180 days. The right is reserved for the employee to benefit from his/her accumulated annual leaves as well as convert these into sick leaves if such a balance exists.

- **Maternity Leave**

According to the 1996 Child Law, female employees covered by social insurance are entitled to three months of paid maternity leave for each up to three times, provided they have been contributing to the social insurance for the past 10 months. Maternity benefits are paid at 75% of the last wage. Moreover, women employed in establishments with more than 50 employees are entitled to up to two years of unpaid childbearing leave per child as stipulated in the Child Law.

Women are also entitled to two half-hour nursing breaks per day, or alternatively one combined an hour-long break, for 24 months after the date of birth of each child. A woman preserves all her rights and benefits upon return to workplace from maternity leave.

- **Work Permit Requirements for Foreign Employees**

Foreign employees are not permitted to work in Egypt unless Residency and Work Permits are obtained.

- **Discrimination and Equal Opportunities**

Egyptian labor law includes non-discrimination clauses and complies with the International Labor Organization (ILO) conventions regulating the employment and training of women and eligible children (Egypt ratified ILO Convention 182 on combating the Worst Forms of Child Labor in April 2002). There are legal provisions that are meant to protect women against sexual harassment in the workplace.

However, there are some provisions that would not allow women to get engaged in certain types of jobs as men despite the fact that officially there is no discrimination based on gender. There are also no provision for equal pay for the same type of work that a man and a women would do. In light of those legislative limitations, there need to be clear provisions in different contracts under various components to ensure that women are given equal labor opportunities including in jobs and pay. This is particularly valid the types of works under the project could be classified as jobs that are not appropriate for women.

5. BRIEF OVERVIEW OF LABOR LEGISLATION: OCCUPATIONAL HEALTH AND SAFETY

The main national laws addressing OHS are listed below:

- **The 2003 Labor Law** devotes a specific section (Book V) to occupational safety and health and assurance of the adequacy of the working environment.
- **Decree No. 126 of 2003** defines procedures and forms for the notification of work-related accidents, injuries, fatalities and diseases. It replaced Decree No. 75 (1993). Sets forth that establishments must notify the authorities when accidents and diseases occur and provide statistics on workplace injuries, accidents and diseases. Its scope is unclear.
- **Decree No. 211 of 2003** specified conditions and precautions essential for the provision of OSH measures at the workplace. It replaced Decree No.55 (1983). Its specific contents and scope are unclear.
- **Decree No. 134 of 2003** defines the committees for vocational safety and health and related OSH training institutions. Its specific contents and scope are unclear, however, since it is an executive decree of the Labor Law it is likely to have the same scope.
- **Law 137/1981**: Labor and Workforce Safety.
- Minister of industry **Decree 91/1985** for implementing Law 2/1985.
- **Law 4/1994**: Articles 43 - 47 of its modified Executive Regulations by Decrees No. 1095/2011 and 710/2012 stipulate the provision of all necessary safety measures including protective equipment to work crew involved in construction activities. Annex 8 of the Regulations of Law no.4/1994 lists the maximum allowable limits for air contaminants within the working environment.

Annex 7 of the Executive Regulations amended in 2012 of Law no.4/1994 stipulates the permissible limits for sound intensity and safe exposure times in workplaces. Article 44 of Law 4/1994 and Article 46 of its amended regulation 710/2012 stipulate conditions and requirements for temperature and humidity in the workplace. Annex 9 to the Regulations sets out the major and minor limits for temperature and humidity, exposure periods and safety precautions.

6. RESPONSIBLE STAFF

ENR will establish a fully staffed Project Implementation Unit (PMU) with the necessary resources exclusively dedicated to RISE operation and arrangements to tap into wider pool of ENR experts throughout the project implementation.

The PMU will be responsible for the following:

- Implement this labor management procedure for direct workers
- Oversee the performance of the Supervision Consultant and application of the LMP to their workers
- Ensure that contractor(s) responsible for works prepare labor management procedures and occupational health and safety plans, as part of their Contractors Environmental Social Health and Safety Management Plan (C-ESHS MP), that meet the requirements of this project LMP, national labor laws, contractual obligations, and any other relevant project requirements such as the ESA.
- Monitoring contractors' compliance with Labor and OHS obligations toward contracted and subcontracted workers, and primary supply workers, as required by contractual requirements, labor management procedures, OHS plans, and in line with this ESS2 and national labor laws.
- Ensuring that lessons-learned from accident and incident investigations and resulting corrective actions are appropriately adopted by the project
- Ensure there is a system in for regular monitoring and reporting on Labor and occupational safety and health performance, including immediate reporting of serious incidents and accidents;
- Review ESHS monitoring reports and make any adjustments necessary to ESHS plans to ensure correct implementation as per the WB requirements and national legislations,
- Conduct site visits and spot checks as required to verify performance of the Supervision Consultant.
- Ensuring that the grievance mechanism for project workers is established and implemented and that workers are informed of its purpose and how to use it;
- Apply sanctions as a result of possible noncompliance with ESHS requirements as identified by the Supervision Consultant. Monitoring implementation of the Worker Code of Conduct.

With respect to the works contracts under Component 1 and 2, the Supervision Consultant will oversee labor and health and safety performance of the Contractors as outlined above on behalf of the Employer (PMU). The ESMP requires the Supervision Consultant to employ qualified experts for such oversight and to report on performance to PMU on a monthly basis. The Supervision Consultant is responsible for frequent and regular inspections of the works as is required to identify and notify contractors to rectify any noncompliance with ESHS and contractual requirements. The Supervision Consultant reports the ESHS performance of the contractors including non-compliances and recommends applicable sanctions.

A Project Management Consultant will also be hired to provide advisory services to the PMU in respect to overall project management and performance, including contractor workforce management and health and safety.

The supervising consultants which will be hired by the project will be responsible for:

The Contractors will have to comply with the requirements of ESS2 which will be incorporated into contractual agreements. The Contractor has to pass the requirements to all sub-contractors and oversee compliance of sub-contractors with national law and these requirements. The following represent a non-exhaustive list of their responsibilities under these LMP, which are also applicable to the contractors who are currently engaged under ENRRP and will carry on working in RISE on the ENRRP segments:

- Comply with national legislation and this Labor management procedure;
- Prepare site-specific OHS plans and labor management procedures
- Maintain records of recruitment and employment process of contracted workers including casual workers;
- Communicate clearly job descriptions and employment conditions to contracted workers;
- Ensure Code of Conduct is understood and signed by all workers on site
- Have a system for regular review and reporting on Labor, and occupational safety and health performance;
- Conduct daily and periodic inspections, and/or spot checks of project locations or work sites
- Maintain records of accidents/incidents and/or of labor management records and reports conducted by the PMUPMU and/or third parties;
- Deliver regular induction, and HSE training for workers.
- Facilitate and accept sharing and disclosure of information; and
- Implement COVID-19 specific measures according to this LMP and contractual agreements.
- Ensure that all contractors and sub-contractors workers understand and sign the Code of Conduct prior to the commencement of works

7. POLICIES AND PROCEDURES

The Project's identified risks and impacts will be mitigated with a number of policies and procedures. These will address OHS risks, working conditions and management of worker relationships, labor working conditions, non-discrimination and equal opportunities, terms and conditions of employment. The different policies and procedure which the Project will prepare, adopt and implement are listed below.

Occupational Health & Safety (OHS)

Enhanced OHS measures that reflect lessons learned from Safeguard Corrective Action Plan under ENRRP shall be developed. These measures will be included in the procurement documents/new contracts. To achieve the OHS performance the PMU at ENR is committed to:

- Provide a clear assignment of OHS responsibilities.
- Comply with legislation which relate to OHS requirements, in addition to General World Bank Environmental, Health and Safety Guidelines (EHSGs) and, as appropriate the industry-specific EHSGs as well as other Good International Industry Practice (GIIP).
- Prevent OHS risks through promotion of appropriate skills, knowledge and attitudes toward hazards.
- Contribute to improve OHS management system and performance during project implementation.
- Communicate OHS provisions to all persons, working under control of the PMU with emphasis on individual OHS responsibilities.
- Include clauses in the contracts throughout the implementation period to prepare, adapt and implement OHS Plans.
- Notify the bank promptly of any serious accident or injury of a worker or member of the public that is project related. Take immediate measures to address the incident or accident to prevent

recurrence in accordance with national law and this LMP.

- In case of any incident, a root cause analysis and investigation must be carried out to determine the responsibilities and the needed penalty or compensation.
- Compensation is determined according to the Egyptian social security law, which applies for both ENR staff and contractor workers. For daily workers hired by the contractor or subcontractor, ENR obliges contractors to have an additional group insurance certificate or equivalent coverage, against losses incurred for such workers resulting from accidental death or disability.

The supervising consultants which will be hired by the project will be responsible for:

- Reviewing the OHS plans of the contractors to ensure it is developed in accordance with complying with legislation which relate to OHS requirements, in addition to General World Bank Environmental, Health and Safety Guidelines (EHSGs) and, as appropriate the industry-specific EHSGs as well as other Good International Industry Practice (GIIP).
- monitor the performance of the contractors and report the performances and non-compliances to the PMU
- Investigate Root causes of accidents and oversee implementation of Corrective action plans

The PMC's role will be to advise the PMU on project management and oversight of the Supervision Consultant. The PMC will contribute to improve OHS management system and performance during project implementation.

- To avoid workplace health and safety issues including accidents and injuries, the Contractor will develop an OHS Plan, as indicated in the ESA, complying with legislation; , the World Bank General Environmental, Health and Safety Guidelines and the World Bank Environmental, Health and Safety Guideline for Railways; , as well as other Good International Industry Practice (GIIP); and this LMP. The OHS plan will incorporate lesson-learned from ENRRP fatalities including Stop Usage of any Motor-Bike on the project subcontracted and own activities; risk/job hazard assessment of all activities under the project; as well as strictly enforce and monitor the OHS plan for all the project activities whether it is done by the contractor or its subcontractors. The main contractor shall pass the OHS procedures to all sub-contractors and provide occupational health and safety training to all employees engaged in work. These OHS procedures shall be enhanced to reflect lessons learned from Safeguard Corrective Action Plan under ENRRP. These measures will be included in the procurement documents/new contracts to cover all but not limited to the following aspects:
- Conduct job hazard/workplace risk assessment using GIIP and develop OHS plans.
- Provide workers in dusty and high noise areas with masks and earplugs; higher levels of protection will be provided for more hazardous work, including use of PPE.
- Develop accident reporting, notification and investigation practices at each workplace required.
- Ensure safety sign and symbols displayed at workplace.
- Ensure availability of first aid boxes; also identify and service agreement done with specialized hospitals for complicated accidental and health problems. Specific details will be included in the emergency management plan.
- Provide employees with access to toilets and potable drinking water;
- Provide occupational safety measures to workers with specific personal protective equipment like ear muff, protective mask, helmet, safety boot, hand glove, safety goggle, face shield, etc.
- Workplace hazard communication practices and hearing conservation program required.
- Carry out all procedures to prevent leakage of generator oil into the site.
- Ensure that the head of the well is covered tightly.
- Provide secondary tank for oil and grease to avoid spills.
- Maintain high standard in housekeeping during work of all the project activities.
- Provide necessary fire prevention equipment in line with applicable regulations.

- Ensure minimum legal labor standards as per national regulations (child/forced labor, no discrimination, working hours, minimum wages) are met.
- Provide hygienic and adequate facilities for workers.
- Make relevant policies available to all employees in their language (Arabic).
- Ensure that workers have access to and are aware about the Grievance Mechanism.
- Workers should be covered with appropriate insurance schemes. In addition, all workers should have insurance coverage against losses incurred from accidental death or disability as well as insurance for third party.
- Ensure that workers are covered by social insurance and have legal documents in place (even daily workers), in addition to the health and safety risk on the workers should be Covered with appropriate insurance schemes for all the types of workers. In addition, the Insurance should be covering work related accidents (injuries and fatalities)

Further, working methods should be reviewed and changed as necessary to reduce use of PPE, in case supplies of PPE become scarce or hard to obtain. For example, the frequency of dust suppression using water sprinkling could be increased, stockpiles of friable materials could be covered, lower speed limits applied on haul roads to further reduce the dust.

COVID-19 Considerations

Contractors should also develop specific procedures or plans so that adequate precautions are in place to prevent or minimize an outbreak of COVID-19, and it is clear what should be done if a worker gets sick. These measures include but are not limited to:

- Assessing the characteristics of the workforce, including those with underlying health issues or who may be otherwise at risk.
- Confirming workers are fit for work, to include temperature testing and refusing entry to sick workers.
- Considering ways to minimize entry/exit to the workplace, and limiting contact between workers and the community/general public.
- Training workers on hygiene and other preventative measures, and implementing a communication strategy for regular updates on COVID-19 related issues and the status of affected workers.
- Treatment of workers who are or should be self-isolating and/or are displaying symptoms.
- Assessing risks to continuity of supplies of medicine, water, fuel, food and PPE, taking into account international, national and local supply chains.
- Reduction, storage and disposal of medical waste.
- Adjustments to work practices, to reduce the number of workers and increase social distancing.
- Expanding health facilities on-site compared to usual levels, developing relationships with local health care facilities and organize for the treatment of sick workers.
- Establishing a procedure to follow if a worker becomes sick (following WHO guidelines).
- Implementing a communication strategy with the community, community leaders and local government in relation to COVID-19 issues on the site.

The project will adopt mitigation measures including requirements for the contractors to develop and sign a code of conduct. It will include prevention of sexual exploitation and abuse and sexual harassment (SEA/SH) at workplace, and local communities. In addition to that, the following will be thoroughly implemented:

- Apply the full requirements related to operating the project grievance mechanism including anonymous channels
- Conduct random drug and alcohol tests.

- Codes of conduct to be developed, signed by all workers, and penalty system to be put in place for all noncompliance including cases where workers will be staying in rented apartments by the contractor or sub-contractor.

Terms and Conditions of employment

Wages and working hours

All Direct Workers will be provided with clear and understandable terms and conditions of employment. For the Contracted and Primary Supply workers, clauses will be included in the all project procurement documents to ensure that terms and conditions of employment are being provided according to the requirements of ESS2 and/or national law. This includes providing them with signed contracts stating clearly the duration of the contract, leave entitlements, conditions of contract termination including receiving written notices of termination, disciplinary procedures that are applicable, housing and accommodation provisions and allowance where applicable, food and payment, their rights related to hours of work, fair wages, overtime, compensation, benefits as stated in the national law as well as those arising from the requirements of ESS2.

Monitoring systems will be put in place to ensure that all types of Project workers will be properly paid on a regular basis and compensated for longer working hours and certain shifts which may need to be paid at a higher hourly rate as per applicable legislation (e.g. night shifts). Workers will be presented with details of grievance procedures, including the person to whom grievances should be addressed. Details about the workers' grievance, and mechanisms which will be adopted is found in Section 10.

Forced labor, refers to any work or service not voluntarily performed that is exacted from an individual under threat of force or penalty. These practices will be prohibited and will not be used in connection with the project. This prohibition covers any kind of involuntary or compulsory labor. If forced labor is discovered in the project's workforce, prompt action will be taken to address the practice that has coerced the worker and not recreate conditions of coercion. Any cases of forced labor discovered in the project's workforce are referred to relevant government authorities and support services, as appropriate, to be addressed in accordance with national law. These may include bonded labor (work in satisfaction of a debt of an amount that would be difficult or impossible to pay off), excessive limitations on freedom of movement, excessive notice periods, retaining the worker's identity and other government-issued documents (such as ID documents) or personal belongings, imposition of recruitment or employment fees payable by the worker at the commencement of employment, loss or delay of wages that impede the workers' right to end employment within their legal rights, substantial or inappropriate fines, physical punishment, use of security or other personnel to force or extract work from project workers, or other restrictions that compel a project worker to work on a non-voluntary basis.

Freedom of Association and Collective Bargaining

The rights of workers and the role of unions will be respected and the right to enter free and voluntary collective bargaining arrangements with management is respected. ENR workers are under the umbrella of The Syndicate of Egyptian Railways and its affiliated companies.

Equal Opportunity and Non-Discrimination

As specified in the Labor Code, employment of project workers will be based on the principles of non-discrimination, equal opportunity and fair treatment. There will be no discrimination with respect to any aspects of the employment relationship, including recruitment, compensation, working conditions and terms of employment, access to training, promotion or termination of employment. Where disabled persons are hired (higher probability will be among Direct Workers), accessibility will be ensured in terms of provision of wheelchair ramps or elevators, or alternative formats of communication.

The following measures will be monitored by the Human Resources department of PMU Social specialist, to ensure equal opportunities and fair treatment of all employees:

- Recruitment procedures will be transparent, public and non-discriminatory, and open with respect to ethnicity, religion, sexuality, disability or gender;
- Clear job descriptions will be provided in advance of recruitment and will explain the skills required for each post;
- All workers will have written contracts describing terms and conditions of work and will have the contents explained to them. All workers will sign the employment contract;
- Employees will be informed at least two months before their expected release date of the coming termination;
- Depending on the origin of the employer and employee, employment terms and conditions will be communicated in a language that is understandable to both parties;

In addition to written documentation, an oral explanation of conditions and terms of employment will be provided to workers who may have difficulty understanding the documentation.

Men and women will be given equal opportunities relating to all recruitment opportunities under the project. This will apply to hiring of all project workers. The workforce grievance mechanism (GM) will be communicated to all workers as detailed in Section 10 and will be used for noncompliance monitoring. The project will also provide all measures necessary for protecting vulnerable groups of workers. As mentioned above, the code of conduct will be developed which should also include provisions on gender-based violence (GBV) and safety. Induction trainings and refresher training will be provided for all workers as detailed later in this section.

Gender Based Violence (GBV)

Contractors will need to maintain labor relations with local communities through a CoC. The CoC commits all persons engaged by the contractor, including sub-contractors and suppliers, to acceptable standards of behavior. The CoC must include sanctions for non-compliance, including non-compliance with specific policies related to gender-based violence, sexual exploitation and sexual harassment (e.g., termination). The CoC should be written in plain Arabic language and signed by each worker to indicate that they have:

- Received a copy of the CoC as part of their contract;
- Had the CoC explained to them as part of the induction process;
- Acknowledged that adherence to this CoC is a mandatory condition of employment;
- Understood that violations of the CoC can result in serious consequences, up to and including dismissal, or referral to legal authorities.

A copy of the CoC shall be displayed in a location easily accessible to the community and project-affected people. It shall be provided in Arabic.

Contractors must address the risk of gender-based violence, through:

- Mandatory training and awareness-raising for the workforce about refraining from unacceptable conduct toward local community members. Training may be repeated;
- Informing workers about national laws that make sexual harassment and gender-based violence a punishable offence which is prosecuted;

Training and Capacity Building

Training will be provided to all workers on general (and specific) OHS during induction and on a regular basis to ensure all workers are well capacitated with the project's OHS requirements. The PMUs Health and Safety Officers will provide training to Direct Workers, while training will be provided to Contracted

and Primary Supply Workers through Third Parties. Training will include but will not be limited to: handling of hazardous materials, equipment safety; use of PPE, hazard avoidance and reduction measures, use of first aid and rescue techniques, emergency prevention and preparedness and response arrangements to emergency situations, and firefighting.

Additional training sessions for different targeted workers will include the following:

- Awareness of the requirements of this LMP and associated plans/procedures;
- Code of conduct, Gender-based violence and SEA;
- Grievance mechanism, including roles, responsibilities and accountabilities, and contact persons/communication channels.
- E&S instruments as relevant including the implementation of the ESMP and waste management plan.

Training shall be delivered by experienced trainers, based on the competency requirements. Records of the training will be kept including training evaluation.

8. AGE OF EMPLOYMENT

- The minimum age for employment on the project is 18 due to the hazardous nature of the work.
- All workers will have written contracts compliant with the national labor law and receive pre job briefing of their rights under the national law, including wages, pay, overtime etc.

Process of age verification

In order to prevent engagement of under-aged labor, all contracts with work contractors and sub-contractors shall have contractual provisions to comply with the minimum age requirements including penalties for non-compliance, and it will be well communicated to all potential stakeholders including the local community where the unskilled workforce will be sourced. The contractor is required to ensure that age verification and maintenance of a labor registry with age information is in place for all contracted and sub-contracted workers . Verification of the age shall be undertaken prior to the engagement of labor and be documented. Workers should present Egyptian National ID cards for age verification purposes. In a case where ID card is unavailable below is indicative age verification means that could be used :

- Check the birthday on official documents such as birth certificate, national ID or other credible records, where available;
- Obtain written confirmation from the medical practitioner;
- Obtain written and signed declaration from the worker and his/her parents or guardian; or
- Inquire with the local community leader, community action group or with other credible community sources.

9. TERMS AND CONDITIONS

The project will have both Direct as well as Contracted and Primary Supply Workers. The Terms and Conditions for each of them are described below.

Terms and Conditions Direct Workers

- **Maximum number of hours that can be worked on the project**
The project will commit to the provisions of the Labor Law and accordingly allow a maximum working hours per day that are 8 hours, or 48 hours per week. The minimum premiums are set at 35% of the normal pay for overtime work during daylight and 70% for work at night-time; 100% for work performed on days off and holidays.

- **Provisions on termination**

Project workers will receive written notice of termination of employment and details of severance payments in a timely manner. All wages that have been earned, social security benefits, pension contributions and any other entitlements will be paid on or before termination of the working relationship, either directly to the project workers or where appropriate, for the benefit of the project workers. Where payments are made for the benefit of project workers, project workers will be provided with evidence of such payments.

- **Annual leave**

The duration of the employees' annual leave will be 21 days per year, provided they have worked one year for the employer. For employees who have worked for more than 10 years, serving one or more employers, annual leave will be 30 days. Employees aged more than 50 years are also entitled to an annual leave of 30 days. For employees employed less than a year and not less than 6 months, annual leave is pro-rated to the period of service.

- **Maternity leave**

Female employees covered by social insurance are entitled to three months of paid maternity leave for each up to three times, provided they have been contributing to the social insurance for the past 10 months. Maternity benefits are paid at 75% of the last wage. Moreover, women employed in establishments with more than 50 employees will be entitled to up to two years of unpaid childbearing leave per child.

Women will be also entitled to two half-hour nursing breaks per day, or alternatively one combined an hour-long break, for 24 months after the date of birth of each child. Women will preserve their rights and benefits upon return to workplace from maternity leave.

- **Rest per week**

Workers shall receive a weekly rest of not less than 24 hours every six working days. The working hours shall include a rest period of minimum one hour in total and one continuous working period shall not exceed five consecutive hours whilst the total work duration should not exceed 10 hours in total. In all cases, weekly and daily rests are paid.

- **Sick leave, injuries and death**

The employee is entitled to a sick leave based on a report from concerned medical authority. During the sick leave an employee is entitled to his/her salary. An employee with proven record of sickness is entitled to a paid sick leave at the rate of 75% of his/her salary upon which social insurance payments are calculated; for a period of 90 days, to be increased to 85% for the following 90 days. Sick leaves are payable up to 180 days. The right is reserved for the employee to benefit from his/her accumulated annual leaves as well as convert these into sick leaves if such a balance exists.

Pregnant women will be re-assigned and allowed to work in non-hazardous, non-arduous work as per medical advice without pay severance or penalty.

All direct workers shall be appropriately insured against injuries and death in accordance with National Law.

Terms and Conditions of Contracted (and Subcontracted) Workers

- **Specific wages, hours and other provisions that apply to the project**

The provisions of the labor law will be implemented as a minimum reference. Accordingly, the minimum wage will be 2,000 Egyptian pounds (EGP).

- **Maximum number of hours that can be worked on the project**
 The project will commit to the provisions of the Labor Law and accordingly allow a maximum working hours per day that are 8 hours, or 48 hours per week. The minimum premiums are set at 35% of the normal pay for overtime work during daylight and 70% for work at night-time; 100% for work performed on days off and holidays.
- **Provisions on termination**
 Project workers will receive written notice of termination of employment and details of severance payments in a timely manner. All wages that have been earned, social security benefits, pension contributions and any other entitlements will be paid on or before termination of the working relationship, either directly to the project workers or where appropriate, for the benefit of the project workers. Where payments are made for the benefit of project workers, project workers will be provided with evidence of such payments.
- **Annual leave**
 The duration of the employees' annual leave will be 21 days per year, provided they have worked one year for the employer. For employees who have worked for more than 10 years, serving one or more employers, annual leave will be 30 days. Employees aged more than 50 years are also entitled to an annual leave of 30 days. For employees employed less than a year and not less than 6 months, annual leave is pro-rated to the period of service
- **Maternity leave**
 Female employees covered by social insurance are entitled to three months of paid maternity leave for each up to three times, provided they have been contributing to the social insurance for the past 10 months. Maternity benefits are paid at 75% of the last wage. Moreover, women employed in establishments with more than 50 employees will be entitled to up to two years of unpaid childbearing leave per child.
 Women will be also entitled to two half-hour nursing breaks per day, or alternatively one combined an hour-long break, for 24 months after the date of birth of each child.
 Women will preserve their rights and benefits upon return to workplace from maternity leave.
- **Rest per week**
 Workers shall receive a weekly rest of not less than 24 hours every six working days.
 The working hours shall include a rest period of minimum one hour in total and one continuous working period shall not exceed five consecutive hours whilst the total work duration should not exceed 10 hours in total. In all cases, weekly and daily rests are paid.
- **Sick leave, injuries and death**
 The employee is entitled to a sick leave based on a report from concerned medical authority. During the sick leave an employee is entitled to his/her salary. Pregnant women will be re-assigned and allowed to work in non-hazardous, non-arduous work as per medical advice without pay severance or penalty.
 An employee with proven record of sickness is entitled to a paid sick leave at the rate of 75% of his/her salary upon which social insurance payments are calculated; for a period of 90 days, to be increased to 85% for the following 90 days. Sick leaves are payable up to 180 days. The right is reserved for the employee to benefit from his/her accumulated annual leaves as well as convert these into sick leaves if such a balance exists.
 Contractors' workers shall be appropriately insured against injuries and death in accordance with National Law and contractual requirements.

Primary Supply Workers

The requirements under ESS2 for primary suppliers are related to risks of child labor, forced labor and serious safety risks. When sourcing construction materials from primary suppliers, the contractor will require such suppliers to identify the risk of child labor/forced labor and serious safety risks. The supervision consultant on behalf of the PMU will review and approve primary suppliers following such risk identification/assessment and any other relevant due diligence (such as the review of license for quarries and inspection of sites). Where appropriate, the contractor will be required to include specific requirements on child labor/forced labor and work safety issues in all purchase orders and contracts with primary suppliers. The contractor and supervision consultant will monitor primary suppliers for compliance with this LMP.

If child labor/forced labor and/or serious safety incidents are identified in relation to primary supply workers under the project, the PMU and the engineering and supervision consultant will require the primary supplier to take appropriate steps to remedy them. Such mitigation measures will be monitored periodically to ascertain their effectiveness. Where the mitigation measures are found to be ineffective, the PMU and the engineering and supervision consultant will, within reasonable period, shift the project's primary suppliers to suppliers that can demonstrate that they are meeting the relevant requirements.

10. GRIEVANCE MECHANISM (GM)

A well-communicated and easily accessible grievance mechanism will be provided for all Direct and Contracted (and Sub-contracted) Project Workers to raise workplace concerns related to recruitment process and/or workplace conditions. This grievance mechanism for workers shall be provided separately than the one provided for other stakeholders as described in the Stakeholder Engagement Plan. Workers will be informed of the grievance mechanism at the time of recruitment and the measures put in place to protect them against reprisal for its use.

The workplace grievance mechanism will be designed to be easily understandable, clear, and transparent and to provide timely feedback. The policy of confidentiality and non-retribution will be reinforced, along with ability to raise anonymous grievances.

Contracted Workers can submit grievances either to the Site Manager (Contractor) or to the PMU Director. Direct workers should submit grievances to the PMU Director. Additional uptake channels such as an email address; phone number; and a physical address for handing the complaints and grievances in person, will be finalized and will be disseminated prior to the launch of any contracts signatures and all contractors will be aware that those are systems related to the project that they need to comply to. Workers will have the freedom to pick the one they are comfortable using..

The workplace grievance mechanism will not impede access to other judicial or administrative remedies that are available under the law or through existing arbitration procedures, or substitute for grievance mechanisms provided through collective agreements.

Procedures

Workers will be encouraged to discuss their grievance and complaint informally with their direct managers. In cases where the direct manager is related to the subject of the complaint, the employee would most probably choose to directly submit a formal grievance. For all cases where the employees decide to submit a formal grievance, the following provides details about the step-step procedure they will be using:

1- Receipt, acknowledgment and registration

- The worker will submit the grievance through one of the dedicated channels indicated above.
- The worker will be requested to use to the extent possible a grievance template which will be shared with all workers in hard/soft copies /available to download from the website.
- If the worker wishes to submit the grievance orally via phone or in person, the project staff will lodge the complaint on their behalf, and it will be processed through the same channels.
- All received grievances shall be logged into the workplace grievance log.
- In all cases, the staff in charge should provide a timely communication back to the complainant(s) that their grievance has been received, will be logged and reviewed for eligibility and provide them with the registration number. Clear and announced standards for the time frame of the response should be established, announced and adhered to.

2- Grievance verification and assessment

- In order to verify the grievance, it should be discussed with the worker, investigated and evidence gathered to the extent possible. This should include field inspections if needed in order to conduct interviews and gather information about the incident or the case.
- The PMU Director and the Contractor's Site Manager will need to make a decision with regards to the eligibility of the grievance or whether it should be directed to other mechanisms such as the project GM. The following represents the proposed eligibility criteria:
 - Is the complainant one of the project's workers: direct; contracted or primary supply workers?
 - Is the complaint related to one of the following OHS and/or worker and labor conditions: 1- OHS; 2- Forced labor; 3- Child Labor; 4- Social insurance; 5- wages and working hours; 6- discrimination and unequal opportunities; 7- Freedom of association and collective bargaining?
 - Is the complaint not related to any of the above categories but still related to labor and working conditions?

The petitioner can target his/her complaint to one or more tiers at the same time. Following are the proposed tiers of grievances:

- **Tier 1:** Contractor environmental & social officer and/or site engineer during construction and station Manager during operation at the local level; Grievances in this tier are handled at the project level by the contractor and the environmental department of ENR, which directs the contractor to the used mechanism, as well as monitoring and monitoring;
- **Tier 2:** The Social Officer at Headquarters in Cairo; The current procedures followed at ENR that employees submit their complain / grievance to their direct manager or department manager or the chief of railway authority by a written complaint or a verbal one.
- **Tier 3:** Through the Ministry of Transport website

3- Response and Feedback

- As an initial response, the complainant will be informed with the eligibility results as well as all the steps being taken to address his concerns. This initial response shall be provided via a formal letter; an email; or a phone call within 3 working days from the date of receipt of the grievance.
- For eligible and straightforward grievances, the PMU Director and/or the Contractor's Site Manager will provide a response without further investigation within 10 days from the initial date of receipt of the grievance, where actions are proposed to resolve the complaint and agreement on the response is sought with the complainant.
- For eligible grievances that require further assessment, the PMU Director and/or the Contractor's Site Manager will further engage with the complainant via a phone call or a formal meeting in order to collect further information. Based on this, they will provide within 14 days from the initial date of receipt of the grievance, where actions are proposed to resolve the complaint and agreement on the response is sought with the complainant.

- Imminent and serious safety risks reported by the worker will be addressed immediately and will not follow the normal timeline.
- For cases of anonymity opt-out, the PMU Director and/or the Contractor's Site Manager will maintain confidentiality and provide general feedback to workers through bulletin board, general meetings, etc.
- In all the above mentioned scenarios, the response should include a clear explanation of the proposed response including any alternative options, while clarifying to the extent possible the rights of the complainant, and the choices he has including: 1- to agree to proceed; 2- request for a second round of assessment; 3- to consider any other organizational, judicial or non-judicial possibilities.
- In case the grievance feedback is satisfactory to the complainant, the response should be implemented and recorded in the grievance log with the date of grievance resolution.
- In case the grievance feedback is not satisfactory to the complainant, he/she has the right to appeal within 5 working days. In such case, a second tier should be initiated where the PMU Director and/or the Contractor's Site Manager will attempt to propose alternative options and carry out additional investigation in order to meet the concerns of the complainant, and other stakeholders. The complainant will be invited to attend an appeal meeting or to discuss the appeal over a pre-scheduled phone call, during the first three days following the appeal. It will be preferred that a more senior staff attend/discuss the appeal with the employee. Where needed, a grievance committee might be established representing different sectors as relevant to the complaint, in addition to worker representative(s) (upon the complainant consent) in order to help achieve a transparent process. The PMU Director and/or the Contractor's Site Manager should send their response within 7 days from the date of the appeal. The second tier response should also include a clear explanation of the proposed response including all alternative options and the choices the complainant has as described above. Escalation procedures for grievance redress for workers still needs to be fully established and operational prior to engaging project workers and maintained throughout project implementation. *4- Agreement and implementation of the response*
- If the grievance has been resolved, the PMU Director and/or the Site Manager from the contractor side will document the actions taken, time it took to resolve the grievance and satisfactory resolution.
- If the grievance has not been resolved, the PMU Director and/or the Site Manager from the contractor side should document additional information including actions taken, communication with the complainant, and the final decisions made by the complainant and the organization with regards to any other alternatives.
- In general, confidentiality should be maintained in GM documentation, if the complainant has requested so.
- In all cases, the total number of grievances should be recorded including time it took to resolve them, as well as the number of unresolved cases.

World Bank Grievance Redress System

Communities and individuals who believe that they are adversely affected by a World Bank (WB) supported project may submit complaints to existing project-level grievance redress mechanisms or the WB's Grievance Redress Service (GRS). The GRS ensures that complaints received are promptly reviewed in order to address project-related concerns. Project affected communities and individuals may submit their complaint to the WB's independent Inspection Panel which determines whether harm occurred, or could occur, as a result of WB non-compliance with its policies and procedures. Complaints may be submitted at any time after concerns have been brought directly to the World Bank's attention, and Bank Management has been given an opportunity to respond. For information on how to submit complaints to the World Bank's corporate Grievance Redress Service (GRS), please visit:

<http://www.worldbank.org/en/projectsoperations/products-and-services/grievance-redress-service>. For information on how to submit complaints to the World Bank Inspection Panel, please visit

11. CONTRACTOR MANAGEMENT

The current contractors and the ones to be selected will follow the requirements of the national legislation and measures described in this document in relation to Labor management. The amended contracts and the new contracts will ensure that contractors shall have in place labor management procedures including OHS issues applicable to the project that will allow them to operate in accordance with the requirements of ESS2.

The primary suppliers to the project will include local raw material providers and local and international companies that will provide Ties and tracks. The PMU in coordination with the PMC and supervising consultant will be required to carry out due diligence procedures to identify if there are significant risks where the suppliers are exploiting child or forced Labor or exposing workers to serious safety issues, for local suppliers. For foreign suppliers, PMU will be required to inquire during their procurement process whether the supplier has been accused or sanctioned for any of these issues and also their corporate requirements related to child Labor, forced Labor, and safety. If there are any risks related to child and forced Labor, and safety identified, procedures will be prepared to address these risks.

Requirements of ESS2 will be incorporated into contractual agreements with all contractors and sub-contractors and procedures will be put in place to manage and monitor the performance of contractors. The contractual agreements will include non-compliance remedies (i.e., sanction clause) for possible noncompliance with E&S provisions by the contractor. The ESS2 requirements will include periodic audits, inspections, and/or spot checks of project locations or workplace and/or of labor management records and reports compiled by third parties. Third parties' labor management records and reports may include: (a) a representative sample of employment contracts or arrangements between third parties and contracted workers; (b) records relating to grievances received and their resolution; (c) reports relating to safety inspections, including fatalities and incidents and implementation of corrective actions; (d) records relating to incidents of non-compliance with national law; and (e) records of training provided for contracted workers to explain labor and working conditions and OHS for the project.

According to Supreme Committee for National Health and Safety instructions and WBG contingency, COVID-19 specific measures shall also be incorporated into contractual agreements, including but are not limited to:

- Provision of medical insurance covering treatment for COVID-19, sick pay for workers who either contract the virus or are required to self-isolate due to close contact with infected workers and payment in the event of death.
- Specific procedures relating to the workplace and the conduct of the work (e.g. creating at least 6 feet between workers by staging/staggering work, limiting the number of workers present).
- Specific procedures and measures dealing with specific risks. For example, for health care contractors: infection prevention and control (IPC) strategies, health workers' exposure risk assessment and management, developing an emergency response plan, per WHO Guidelines.
- Appointing a COVID-19 focal point with responsibility for monitoring and reporting on COVID-19 issues, and liaising with other relevant parties.
- Including contractual provisions and procedures for managing and monitoring the performance of contractors, in light of changes in circumstances prompted by COVID-19.

12. PRIMARY SUPPLY WORKERS

The requirements under ESS2 for primary suppliers are related to risks of child labor, forced labor and

serious safety risks. When sourcing raw materials and goods from primary suppliers, the contractor will require such suppliers to identify the risk of child labor/forced labor and serious safety risks in producing the raw materials and goods. The PMU and the engineering and supervision consultants will review and approve the purchase of primary supplies from the suppliers following such risk identification/assessment and any other relevant due diligence (such as the review of license for quarries). Where appropriate, the contractor will be required to include specific requirements on child labor/forced labor and work safety issues in all purchase orders and contracts with primary suppliers.

If child labor/forced labor and/or serious safety incidents are identified in relation to primary supply workers under the project, the PMU the PMC and supervising consultant will require the primary supplier to take appropriate steps to remedy them. Such mitigation measures will be monitored periodically to ascertain their effectiveness. Where the mitigation measures are found to be ineffective, the PMU and the engineering and supervision consultant will, within reasonable period, shift the project's primary suppliers to suppliers that can demonstrate that they are meeting the relevant requirements.

ANNEX 1: CODE OF CONDUCT

This template must be adapted to the project.

1. Introduction

The contractor is committed to ensuring a work environment which minimizes any negative impacts on the local environment, communities, and its workers. The contractor also strongly commits to creating and maintaining an environment in which Sexual Exploitation and Abuse (SEA) and Sexual Harassment (SH) have no place, and where they will not be tolerated by any employee, sub-contractor, supplier, associate, or representative of the company. The purpose of this Code of Conduct is to:

1. Create a common understanding of what constitutes Sexual Exploitation and Abuse, and Sexual Harassment
2. Create a shared commitment to standard behaviors and guidelines for company employees to prevent, report, and respond to SEA and SH, and
3. Create understanding that breach of this code of conduct will result in disciplinary action.

2. Definitions

- **Sexual Exploitation and Abuse (SEA)¹** : Is defined as any actual or attempted abuse of a position of vulnerability, differential power, or trust, for sexual purposes, including, but not limited to, profiting monetarily, socially or politically from the sexual exploitation of another¹
- **Sexual Abuse**: “The actual or threatened physical intrusion of a sexual nature, whether by force or under unequal or coercive conditions.”
- **Sexual Harassment ²** : Unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of sexual nature.
- **Sexual Harassment versus SEA³** : SEA occurs against a beneficiary or member of the community. Sexual harassment occurs between personnel/staff of an organization or company and involves any unwelcome sexual advance or unwanted verbal or physical conduct of a sexual nature. The distinction between the two is important so that agency policies and staff trainings can include specific instruction on the procedures to report each.
- **Consent**: is the choice behind a person’s voluntary decision to do something. Consent for any sexual activity must be freely given, ok to withdraw, made with as much knowledge as possible, and specific to the situation. If agreement is obtained using threats, lies, coercion, or exploitation of power imbalance, it is not consent.

Under this Code of Conduct⁴ consent cannot be given by anyone under the age of 18, regardless of the age of majority or age of consent locally. Mistaken belief regarding the age of the child is not a defense.

There is no consent when agreement is obtained through:

- The use of threats, force or other forms of coercion, abduction, fraud, manipulation, deception, or misrepresentation

1 In the context of World Bank Financed operations exploitation occurs when access to or benefit from a World Bank Financed good or service is used to extract sexual gain.

2 Inter-Agency Standing Committee Protection against Sexual Exploitation and Abuse (PSEA): Inter-agency cooperation in community-based complaint mechanism. Global standard Operating Procedures. May 2016

3 Ibid

4 In accordance with the United Nations Convention on the Rights of the Child.

- The use of a threat to withhold a benefit to which the person is already entitled, or
- A promise is made to the person to provide a benefit.

While all forms of violence against a community resident or a co-worker are forbidden, this code of conduct is particularly concerned with the prevention and reporting of sexual exploitation and abuse (SEA) and sexual harassment which constitute gross misconduct, is ground for termination or other consequences related to employment and employment status:

Individual signed commitment:

I, _____, acknowledge that sexual exploitation and abuse (SEA) and sexual harassment (SH), are prohibited. As an (employee/contractor) of (contracted agency/sub-contracted agency) in (country), I acknowledge that SEA and SH activities on the work site, the work site surroundings, at workers' camps, or the surrounding community constitute a violation of this Code of Conduct. I understand SEA and SH activities are grounds for sanctions, penalties or potential termination of employment. Prosecution of those who commit SEA and SH may be pursued if appropriate.

I agree that while working on the project I will:

- Treat all persons, including children (persons under the age of 18), with respect regardless of sex, race, color, language, religion, political or other opinion, national, ethnic or social origin, gender identity, sexual orientation, property, disability, birth or other status.
- Commit to creating an environment which prevents SEA and SH and promotes this code of conduct. In particular, I will seek to support the systems which maintain this environment.
- Not participate in SEA and SH as defined by this Code of Conduct and as defined under Egyptian laws
- **Not** use language or behavior towards women, children or men that is inappropriate, harassing, abusive, sexually provocative, demeaning or culturally inappropriate.
- **Not** participate in sexual contact or activity with anyone below the age of 18. Mistaken belief regarding the age of a child is not a defense. Consent from the child is also not a defense. I will not participate in actions intended to build a relationship with a minor that will lead to sexual activity.
- **Not** solicit/engage in sexual favors in exchange for anything as described above.
- Unless there is the full consent by all parties involved, recognizing that a child is unable to give consent and a child is anyone under the age of 18, I will not have sexual interactions with members of the surrounding communities. This includes relationships involving the withholding or promise of actual provision of benefit (monetary or non-monetary) to community members in exchange for sex—such sexual activity is considered “non-consensual” under this Code.

I commit to:

- Adhere to the provisions of this code of conduct both on and off the project site.
- Attend and actively partake in training courses related to preventing SEA and SH as requested by my employer.

If I am aware of or suspect SEA and SH, at the project site or surrounding community, I understand that I am encouraged to report it to the Grievance Mechanism (GM) or to my manager. The safety, consent, and consequences for the person who has suffered the abuse will be part of my consideration when reporting. I understand that I will be expected to maintain confidentiality on any matters related to the incident to protect the privacy and security of all those involved.

Sanctions: I understand that if I breach this Individual Code of Conduct, my employer will take disciplinary action which could include:

- Informal warning or formal warning
- Additional training.

- Loss of salary.
- Suspension of employment (with or without payment of salary)
- Termination of employment.
- Report to the police or other authorities as warranted.

I understand that it is my responsibility to adhere to this code of conduct. That I will avoid actions or behaviors that could be construed as SEA and SH. Any such actions will be a breach this Individual Code of Conduct. I acknowledge that I have read the Individual Code of Conduct, do agree to comply with the standards contained in this document, and understand my roles and responsibilities to prevent and potentially report SEA and SH issues. I understand that any action inconsistent with this Individual Code of Conduct or failure to act mandated by this Individual Code of Conduct may result in disciplinary action and may affect my ongoing employment.

Signature: _____

Printed Name: _____

Title: _____

Date: _____

ANNEX 2: ENR's CODE OF CONDUCT

مدونة القواعد السلوكية

CODE OF CONDUCT

- أ- جعل الاهتمام بالعملاء (الأفراد والجماعات والمجتمعات) مسئولية رئيسية.
- A. Customers welfare (individuals, groups, and societies) is a primary responsibility**
- ب- احترام العادات والتقاليد في المجتمع.
- B- Respecting the customs and traditions of the society.**
- ت- عدم إشغال الأرصفة العامة أو الشوارع والعمل داخل الحدود المسموح بها فقط .
- C. Not to occupy public sidewalks or streets and to work within the permissible limits only**
- ث- الامتناع عن جميع أشكال التحرش، بما فيها الانتهاك اللفظي أو غير اللفظي أو المكتوب أو البدني.
- D. Prohibit all forms of harassment, including verbal, written, or physical abuse**
- ج- الحفاظ علي مكان عمل خال من العنف و المضايقات.
- E- Maintaining a workplace free from violence and harassment.**
- ح- الحفاظ علي مكان عمل خال من المخدرات والكحوليات.
- F- Keep the workplace free of drugs and alcohol.**
- خ- الحفاظ علي ترك مكان العمل خال من اي اثار تضاييق سكان المنطقة والمارة.
- G- Keep the workplace free of any harassment to the region's residents and surrounding communities.**
- د- تجنب الأصوات المرتفعة حتي لا تززع سكان المنطقة والمارة.
- H- Avoid loud voices so as not to disturb the area's residents and passers-by**
- ذ- الحفاظ على بيئة مهنية يسودها مناخ من اللياقة والاحترام المتبادل.
- I- Maintaining a professional environment dominated by decency and mutual respect.**
- ر- عدم الكتابة أو القيام برسوم علي جدران وحوائط المباني.
- J – Do not write or draw on the walls and walls of buildings**
- ز- عدم لصق اي منشورات علي جدران وحوائط المباني.
- K - Not to post any flyers on the walls and walls of buildings.**

س- الحرص علي استعمال سلات القمامة.

L- Use trash cans.

❖ الالتزام بالقواعد السلوكية يضمن بيئة عمل مرضية للمشروع والمجتمعات المحيطة.

❖ **Adherence to the code of conduct ensures a satisfactory work environment for the project and surrounding communities.**

❖ عدم الإلتزام بالقواعد السابق ذكرها يعرض المخالف للمساءلة الإدارية.

❖ **Failure to adhere to the aforementioned rules exposes the violator to administrative accountability**